

AP TO



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

WILLIAM N. DAVIS ET AL

U.S. Serial No. 10/621,275

Group Art Unit 2178

Filed: July 17, 2003

D. Faber, Examiner

FONT RENTAL SYSTEM AND METHOD

- - - - -

Alexandria, Virginia
September 17, 2007Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

RESPONSE TO NOTIFICATION OF
NON-COMPLIANT APPEAL BRIEF

Dear Sir:

A Notification of Non-Compliant Appeal Brief mailed August 17, 2007 states that the Appeal Brief filed May 29, 2007 in the statement of each ground of rejection presented for review contains two statements labeled "D" and does not present each argument for each rejection under a separate heading. Applicants are submitting herewith an amended appeal brief in response to the Notification. The defects as noted in the Notification has been corrected.

6484/USSN 10/621,275
Group Art Unit 2178

Accordingly, applicants have addressed the matters set forth in the Notification mailed August 17, 2007. Favorable consideration of the appeal is requested.

Respectfully submitted,

WILLIAM N. DAVIS ET AL

By Mary Breiner
Mary J. Breiner, Attorney
Registration No. 33,161
BREINER & BREINER, L.L.C.
P.O. Box 19290
Alexandria, Virginia 22320-0290

Telephone: (703) 684-6885



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
Before the Board of Patent Appeals and Interferences

In re Application of

WILLIAM N. DAVIS ET AL

APPEAL NO.

U.S. Serial No. 10/621,275

Group Art Unit 2178

Filed: July 17, 2003

D. Faber, Examiner

FONT RENTAL SYSTEM AND METHOD

Alexandria, Virginia
September 17, 2007

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

B R I E F O N A P P E A L

Dear Sir:

This appeal is from the action of the Primary Examiner mailed June 28, 2006 rejecting claims 1-6, 10, 11, 13, 14 and 17-21.

Appellants' brief fee of \$500 was earlier filed May 29, 2007. The present Brief is a substitute Brief submitted to correct certain matters of form. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 02-3690 of the undersigned attorney.

Real Party in Interest

The captioned application is assigned in its entirety to Monotype Imaging Inc., a corporation organized under the laws of Delaware, located in Woburn, Massachusetts.

Related Appeals and Interferences

No appeal or interference is known to appellants which will directly affect or be directly affected by or have a bearing on the Board's decision in this pending appeal.

Status of Claims

The claims pending in this application are claims 1-6, 10, 11, 13, 14 and 17-21. Claims 1-6, 10, 11, 13, 14 and 17-21 are rejected. Claims 7-9, 12, 15-16 and 22-24 have been canceled. Accordingly, the appealed claims are 1-6, 10, 11, 13, 14 and 17-21 as set forth in the Appendix hereto.

Status of Amendments

A timely response was made on November 29, 2006 to the final official action mailed June 28, 2006. No amendment was proposed in the response.

Summary of Claimed Subject Matter

Independent claim 1 claims a method for the distribution of fonts by rental, the method comprising:

a font consumer requesting a font from a font provider;

(page 4, line 11)

the font provider accessing subscription information for the font consumer (page 4, line 12);

the font provider sending the requested font to the font consumer depending on the subscription information (page 4, lines 12-13; page 8, lines 8-11), the font provider giving lifetime information with the requested font, the lifetime information defining a predetermined period of time for which the font consumer is authorized to use the requested font and defining a predetermined access for use based on the subscription information (page 4, line 25 to page 6, line 2; page 8, lines 3-4); and

the font consumer receiving the requested font and providing the requested font to an application by installing the requested font in the font consumer for the predetermined period of time and for the predetermined access, wherein the required font is tracked so that upon expiration of said predetermined period of time, the font is disabled (page 4, lines 14-16; page 6, line 3; page 9, lines 24-26).

Independent claim 11 claims a system for managing fonts by rental on a computer, comprising:

a font request interceptor receiving demands for fonts from applications running on the computer (page 5, lines 6-7; page 9, lines 9-12);

a font retriever for requesting the demanded fonts from a remote font provider if the demanded fonts are not installed on the computer, the font retriever providing subscription information to the remote font provider (page 5, lines 7-9);

a font installer for receiving and installing the demanded fonts (page 5, line 9; page 9, lines 13-17); and

a font tracker for monitoring and controlling use of the demanded fonts by the applications in response to privilege information received from the remote font provider (page 5, lines 10-11), said privilege information defining a predetermined time period of use and a predetermined use access, and wherein the font tracker disables the demanded font after expiration of said predetermined time period (page 9, lines 18-26).

Independent claim 18 claims a method for the distribution of fonts by rental, the method comprising:

a font consumer requesting a font from a font provider and providing payment for the font based on subscription

information defining a specified time period of use and a specified use access (page 5, lines 13-14);

the font provider sending the requested font to the font consumer along with a license for the font consumer that enables the font consumer to use the font for the specified time period and the specified use access (page 5, lines 14-16; page 8, lines 1-4); and

the font consumer receiving the requested font and providing the requested font to an application for the specified period of time at the specified use access (page 5, lines 16-17), wherein upon expiration of said specified time period, the requested font is disabled (page 9, lines 24-26).

Grounds of Rejection to be Reviewed on Appeal

The grounds of rejection of the present appeal are:

A. Whether claims 1-3, 6, 10 and 18-20 are patentable under 35 U.S.C. §103(a) over U.S. Patent No. 6,853,980 (Ying) in view of U.S. Patent No.

6,882,344 (Hayes);

B. Whether claim 4 is patentable under 35 U.S.C. §103(a) over Ying in view of Hayes and further in

view of U.S. Patent Application Publication No. 2003/0119478 (Nagy) ;

C. Whether claims 5 and 21 are patentable under 35 U.S.C. §103(a) over Ying in view of Hayes and further in view of U.S. Patent Application Publication No. 2001/0042124 (Barron) ;

D. Whether claims 11, 13 and 17 are patentable under 35 U.S.C. §103(a) over Hayes in view of Ying; and

E. Whether claim 14 is patentable under 35 U.S.C. §103(a) over Hayes in view of Ying and further in view of Barron.

Argument

The pending claims are 1-6, 10, 11, 13, 14 and 17-21, wherein claims 1, 11 and 18 are the independent claims.

I. Rejection of Claims 1-6, 10-11, 13-14 And 17-21 Under 35 U.S.C. §103(a)

A. Description of Claimed Subject Matter

The invention as claimed is directed to methods and systems for font rental. The claimed methods and systems are distinct from conventional methods and systems of purchasing or licensing fonts on a permanent or perpetual basis, as well as distinct from a sample of a font provided

as a preview or "taste" to induce purchase of the font on a perpetual basis. Appellants claim methods and systems which provide, among other things, for control of the degree to which an end user can access the font and how long the font is available to the user. "Rent" by definition, Webster's Seventh New Collegiate Dictionary, page 726 (1969) (attached in the Evidence Appendix) refers to an owner granting possession and use of property in return for some fixed payment. Thus, by renting a consumer, in return for payment, controls the terms of time and degree of use so as to allow completion of a desired job. Cost to the end user therefore, can be reasonable since the user is not required to purchase more than what is needed. The enforcement of the limited term of the rental is part of the methods and systems of the invention (see the specification at page 4, lines 4-9).

B. (1) Rejection of claims 1-3, 6, 10 and 18-20 under 35 U.S.C. §103(a) over Ying in view of Hayes

(2) Rejection of claims 11, 13 and 17 under 35 U.S.C. §103(a) over Hayes in view of Ying

Since the rejections of claims 1-3, 6, 10, 11, 13 and 17-20 are both based on obviousness and apply the same art, such rejections will be considered together to avoid

repetition. The same grounds of distinction between the applied references and the claimed subject matter are relevant as to each rejection.

Claims 1, 11 and 18 (the only independent claims) set forth that a requested font is provided for a predetermined period of time and for a predetermined use access based on subscription information provided by a font consumer, that the requested font is tracked so that the time and use of the requested font conforms to the predetermined period of time and access, and that the requested font is disabled upon expiration of the predetermined period of time. Appellants respectfully submit that Ying and Hayes do not render independent claims 1, 11 and 18 obvious within the meaning of 35 U.S.C. §103(a) and, thus, also do not render the claims dependent thereon obvious under §103(a) .

The Examiner acknowledges at page 5 of the June 28, 2006 office action that Ying fails to disclose that the required font is tracked so that upon expiration of the predetermined time period, the font is disabled but relies on Hayes for this teaching. At page 11 of the June 28, 2006 office action, the Examiner further acknowledges that Hayes fails to specifically disclose providing information defining a predetermined time period of use where the font

tracker disables the demanded font after expiration of the predetermined period of time. In the Advisory Action mailed December 20, 2006, the Examiner asserts that "while Ying et al fails to disclose renting a desired font for a predetermined period of time and access" that Hayes does disclose it and as support refers to column 8, lines 46-50 wherein Hayes describes providing a "sample" of a font to a potential purchaser. The Examiner then goes on to equate, without support, "renting" with "borrowing" or "lending" of a font. Appellants disagree that such are the same and do not take into consideration all features of the claimed methods and systems and, thus, the combined art fails to render the claimed invention obvious within the meaning of 35 U.S.C. §103.

More specifically, Ying does not teach a method or system for distributing or managing fonts by rental involving the combination of features as claimed by appellants. Ying provides no description as to how to provide or implement or enforce a license or sale including limitations. Appellants claim particular methods and systems for distributing or managing fonts specifically on a rental basis.

Hayes describes a system and method for examining font files for corruption. To the extent Hayes describes

sale of fonts, such involves the sale of a group of fonts or individual fonts. The sale may include a sampling period so that a user can sample a font prior to purchase. However, thereafter the user is prompted to purchase the font. A method or system for renting a desired font for a predetermined period of time and access is not described. Only a preview and purchase system, i.e., a sales system, is described. A preview or sampling by its nature provides a limited "taste" or use of the article of commerce sought to be sold. It is limited so that a complete access or use is not provided or available, otherwise the sought after object of a sale of the article is voided, which as taught by Hayes is the sale of fonts. As set forth above, "rent" by definition is distinct from a "sample" or "preview" since renting is based on the needs or terms of a subscriber in return for payment to the owner. The claimed methods and systems provide specific features in order to carry out renting of a font that is not taught or suggested by Hayes. Further, applicants submit that the modification necessary to the teaching of Hayes to obtain the claimed methods or systems is beyond the teaching or suggestion of Ying or Hayes.

More specifically, the claims provide for accessing or providing subscription information which

determines the predetermined period of access for use of the fonts. This time period, as claimed, allows for the provision and installing of a requested font by the consumer and use of the font by the consumer. Accordingly, the claimed methods and systems have a different purpose and are defined by specific features to achieve that purpose that are not taught or suggested by Ying or Hayes.

For a proper rejection, the invention as claimed must be determined to be obvious from a fair reading of the prior art as a whole and requires a comparison of the subject matter claimed with the prior art as a whole. In re Gordon, 221 USPQ 1125, at 1127; In re Rothermel and Waddell, 125 USPQ 328, at 331-332; and In re Aufhauser, 158 USPQ 351, at 353. In the case at hand, there is nothing in the individual references which suggests the specific combination of the claimed methods and systems for font rental. A rejection under 35 U.S.C. §103 must rest on a firm factual basis and deficiencies in the factual basis cannot be supplied by resorting to speculation or unsupportable generalities. In re Warner, 379 F.2d 1011, 154 USPQ 173 (CCPA 1967) and In re Freed, 425 F.2d 785, 165 USPQ 570 (CCPA 1970), or applicants' teaching. Further, KSR International Co. v. Teleflex Inc. et al, 550 U.S. ___, 127 S. Ct. 1727, 82 USPQ2d, 1385, 1396 (US SupCt 2007) states,

citing In re Kahn, 441 F.3d 977, 988 (CA Fed. 2006) that "rejections on obviousness grounds cannot be sustained by mere conclusionary statements; instead there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." The Examiner has not even shown that each of the isolated elements, much less the combination, are known in the prior art.

Accordingly, Hayes and Ying do not render the claimed methods and systems for font rental obvious within the meaning of 35 U.S.C. §103.

C. Rejection of claim 4 under 35 U.S.C. §103(a) over Ying in view of Hayes and further in view of Nagy

Claim 4 is dependent on claim 3 which in turn is dependent on independent claim 1. Appellants, therefore, resubmit the basis for distinction between the subject matter of claim 1 as to Ying and Hayes as set forth above to claim 4. Further, Nagy is applied solely with respect to the limitation of claim 4 as to debiting an account of a consumer. Nagy provides no teaching or suggestion as to a method or system for distributing or managing fonts on a rental basis as claimed by appellants. Thus, Nagy does not make up for the shortcomings of Ying and Hayes and, therefore, does not teach or suggest the claimed methods and systems.

Accordingly, appellants respectfully submit that Ying and Hayes in view of Nagy do not render claim 4 obvious within the meaning of 35 U.S.C. §103.

D. (1) Rejection of claims 5 and 21 under 35 U.S.C. §103(a) over Ying and Hayes and further in view of Barron

(2) Rejection of claim 14 under 35 U.S.C. §103(a) over Hayes and Ying and further in view of Barron

Since the rejections of claims 5, 14 and 21 are both based on obviousness and apply the same art, such rejections will be considered together to avoid repetition. The same grounds of distinction between the applied references and the claimed subject matter are relevant as to each rejection.

Claim 5 is dependent on independent claim 1, claim 14 is dependent on independent claim 11 and claim 21 is dependent on independent claim 18. Appellants, therefore, resubmit the basis for distinction between the subject matter of claims 1, 11 and 18 as to Ying and Hayes as set forth above to claims 5, 14 and 21. Further, Barron is applied solely with respect to the limitation in dependent claims 5, 14 and 21 as to encrypting or decrypting a font. Barron provides no teaching or suggestion as to a method or system for distributing or managing fonts on a rental basis as claimed by appellants. Thus, Barron does not make up for

the shortcomings of Ying and Hayes and, therefore, does not teach or suggest the claimed methods and systems.

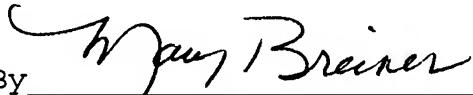
Accordingly, appellants respectfully submit that Ying and Hayes in view of Barron do not render the invention as claimed obvious within the meaning of 35 U.S.C. §103.

Conclusion

It is respectfully submitted that the appealed claims are patentable within the meaning of 35 U.S.C. §103. Reversal of the Examiner's rejection is, therefore, respectfully urged.

Respectfully submitted,

WILLIAM N. DAVIS ET AL

By 

Mary J. Breiner, Attorney
Registration No. 33,161
BREINER & BREINER, L.L.C.
P.O. Box 19290
Alexandria, Virginia 22320-0290

Telephone: (703) 684-6885

Attachments - Claims Appendix
- Evidence Appendix With Attachment
- Related Proceedings Appendix

The Appealed Claims:

1. A method for the distribution of fonts by rental,
the method comprising:

 a font consumer requesting a font from a font provider;
 the font provider accessing subscription information
for the font consumer;

 the font provider sending the requested font to the
font consumer depending on the subscription information, the
font provider giving lifetime information with the requested
font, the lifetime information defining a predetermined
period of time for which the font consumer is authorized to
use the requested font and defining a predetermined access
for use based on the subscription information; and

 the font consumer receiving the requested font and
providing the requested font to an application by installing
the requested font in the font consumer for the
predetermined period of time and for the predetermined
access, wherein the required font is tracked so that upon
expiration of said predetermined period of time, the font is
disabled.

2. A method as claimed in claim 1, wherein the step
of the font consumer requesting the font from the font
provider comprises:

the font consumer accessing a web site of the font provider;

the font consumer logging onto the web site; and
the font consumer identifying the requested font.

3. A method as claimed in claim 1, wherein the step of the font provider accessing the subscription information for the font consumer comprises:

accessing a subscriber database;
looking up the font consumer in the subscriber database; and

reading font privileges associated with the font consumer.

4. A method as claimed in claim 3, wherein the step of the font provider accessing the subscription information for the font consumer further comprises debiting an account of the font consumer.

5. A method as claimed in claim 1, wherein the step of the font provider sending the requested font to the font consumer comprises:

the font provider encrypting the font prior to transmission to the font consumer.

6. A method as claimed in claim 1, wherein the step of the font provider sending the requested font to the font consumer comprises:

the font provider giving privilege information with the font, the privilege information defining approved uses for the requested font by the font consumer.

10. A method as claimed in claim 1, wherein in the step of the font consumer receiving the requested font,

the installing of the requested font occurs in random access memory of the font consumer.

11. A system for managing fonts by rental on a computer, comprising:

a font request interceptor receiving demands for fonts from applications running on the computer;

a font retriever for requesting the demanded fonts from a remote font provider if the demanded fonts are not installed on the computer, the font retriever providing subscription information to the remote font provider;

a font installer for receiving and installing the demanded fonts; and

a font tracker for monitoring and controlling use of the demanded fonts by the applications in response to privilege information received from the remote font provider, said privilege information defining a predetermined time period of use and a predetermined use access, and wherein the font tracker disables the demanded font after expiration of said predetermined time period.

13. The system as claimed in claim 11, wherein the font retriever accesses a web site of the font provider and logs onto the web site to be identified by the font provider.

14. The system as claimed in claim 11, wherein the font retriever decrypts the demanded font.

17. The system as claimed in claim 11, wherein the font installer installs the demanded font into random access memory of the font consumer.

18. A method for the distribution of fonts by rental, the method comprising:

a font consumer requesting a font from a font provider and providing payment for the font based on subscription information defining a specified time period of use and a specified use access;

the font provider sending the requested font to the font consumer along with a license for the font consumer that enables the font consumer to use the font for the specified time period and the specified use access; and

the font consumer receiving the requested font and providing the requested font to an application for the specified period of time at the specified use access, wherein upon expiration of said specified time period, the requested font is disabled.

19. A method as claimed in claim 18, further comprising the font provider accessing the subscription information for the font consumer.

20. A method as claimed in claim 18, wherein the step of the font consumer requesting the font from the font provider comprises:

the font consumer accessing a web site of the font provider;

the font consumer logging onto the web site; and
the font consumer identifying the requested font.

21. A method as claimed in claim 18, wherein the step of the font provider sending the requested font to the font consumer comprises:

the font provider encrypting the font prior to transmission to the font consumer.

* * * * *

6484/USSN 10/621,275
Group Art Unit 2178

E V I D E N C E
A P P E N D I X
-1-

(1) Page 726, Webster's Seventh New Collegiate Dictionary
(1969) - Definition of "rent".

* * * * *

Webster's Seventh New Collegiate Dictionary

A Merriam-Webster
REG. U.S. PAT. OFF.

BASED ON
WEBSTER'S
THIRD
NEW INTERNATIONAL
DICTIONARY



G. & C. MERRIAM COMPANY, *Publishers*
SPRINGFIELD, MASSACHUSETTS, U.S.A.

COPYRIGHT © 1969
BY
G. & C. MERRIAM CO.

PREVIOUS EDITIONS
COPYRIGHT © 1916, 1925, 1931, 1936, 1941, 1949, 1951, 1953, 1956, 1958, 1959, 1960, 1961, 1963, 1965, 1967
BY G. & C. MERRIAM CO.

PHILIPPINES COPYRIGHT 1969
BY G. & C. MERRIAM CO.

PREVIOUS EDITIONS
PHILIPPINES COPYRIGHT 1950, 1951, 1953, 1956, 1958, 1959, 1960, 1961, 1963, 1965, 1967
BY G. & C. MERRIAM CO.
COPYRIGHT 1926, 1941 IN PHILIPPINE ISLANDS
BY G. & C. MERRIAM CO.

ALL RIGHTS RESERVED UNDER INTERNATIONAL AND PAN-AMERICAN COPYRIGHT CONVENTIONS
BY G. & C. MERRIAM CO.

BASED ON
WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY
COPYRIGHT © 1961, 1966
BY G. & C. MERRIAM CO.

All rights reserved. No part of this work covered by the copyrights hereon may be reproduced or copied in any form or by any means—graphic, electronic, or mechanical, including photocopying, recording, taping, or information and retrieval systems—without written permission of the publisher.

MADE IN THE U.S.A.

R. R. DONNELLEY & SONS COMPANY, THE LAKESIDE PRESS, CHICAGO, ILLINOIS, U.S.A.
COMPOSITORS

RAND McNALLY & COMPANY, CHICAGO, ILLINOIS, U.S.A.
PRINTERS AND BINDERS

renounter

726

reparation

kaunt-er *n* [encounter fr. MF *rencontre*, fr. *rencontre*; *rencontre* fr. F] 1 : a hostile meeting or a contest between forces or individuals : COMBAT 2 : a casual meeting

encounter *vt* [MF *rencontrer*] to meet by chance or in hostility, fr. *re-* + *encontrer to encounter* : to meet casually

rend *\ren'd* *vb* **rent** *\ren't* *also rend-od* *rend-ing* (ME *renden*, fr. OE *rendan*; akin to OFr *rendre* to rend, Skt *randh* hole) *vi* 1 : to remove from place by violence : WREST 2 : to split or tear apart or in pieces by violence 3 : to tear (the hair or clothing) as a sign of anger, grief, or despair 4 *a* : to lacerate with painful feelings *b* : to pierce with sound 5 *a* : to divide (as a nation) into parties ~ *w 1* : to perform an act of tearing or splitting 2 : to become torn or split *wm* see TEAR

ren-deer *\ren'de-rər* *vb* **ren-deer-ing** *\-d(e)-ring* [ME *rendren*, fr. MF *rendre* to give back, yield, fr. (assumed) VL *rendere*, niter. of *L reddere*, partly fr. *re-* + *dare* to give & partly fr. *re-* + *dere* to put — more at DATE, DO] *vi* 1 *a* : to melt down : TRY *b* : to treat so as to convert into industrial fats and oils or fertilizer 2 *a* : to transmit to another : DELIVER *b* : to give up : YIELD *o* : to furnish for consideration, approval, or information: as (1) : to hand down (a legal judgment) (2) : to agree upon and report (a verdict) 3 *a* : to give in return or retribution *b* (1) : to give back : RESTORE (2) : REFLECT, ECHO *o* : to give in acknowledgment of dependence or obligation : PAY *d* : to do (a service) for another 4 *a* (1) : to cause to be or become : MAKE (2) : IMPART *b* (1) : to reproduce or represent by artistic or verbal means : DEPICT (2) : to give a performance of (3) : to produce a copy or version of (4) : to execute the motions of (~ a salute) *b* : TRANSLATE *o* : to direct the execution of : ADMINISTER (~ justice) 6 : to apply a coat of plaster or cement directly to ~ *w 1* : to give recompense — **ren-deer-able** *\-d(e)-ra-bal* *adj* **ren-deer-er** *\-d(e)-ra-bal* *n*

rendezvous *vb* **ren-dez-voised** *\-vüz* **ren-dez-voising** *\-vü-lüg* **ren-dez-vouses** *\-vüz* *vi* : to come together at a rendezvous ~ *w 1* : to bring together at a rendezvous

rendition *\ren-dish-ən* *n* [obs. F, fr. MF, alter. of *redition*, fr. LL *reddition*, *reddito*, fr. *L redditus*, pp. of *reddere*] the act or result of rendering: as *a* : SURRENDER *b* : TRANSLATION *o* : PERFORMANCE, INTERPRETATION

ren-dzhi-na *\ren'-jē-nə* *n* [Pol, rich limy soil] : a dark grayish brown intrazonal soil developed in grassy regions of high to moderate humidity from soft calcareous marl or chalk

ren-e-gade *\ren'-ē-gād* *n* [Sp *renegado*, fr. ML *renegatus*, fr. pp. of *renegare* to deny, fr. L *re-* + *negare* to deny — more at NEGATE] : a deserter from one faith, cause, or allegiance to another

renegade *vi* : to become a renegade

renegade *adj* : TRAITOROUS, APOSTATE

ren-e-ga-do *\ren'-ē-gādō* *n* [Sp] : RENEGADE

re-nege *\ri-nēg*, *-nēg*, *\nēg*, *\nēg* *vb* [ML *renegare*] *vi* : DENY, RENOUNCE ~ *w 1* *obs* : to make a denial 2 : to fail to follow suit when able in a card game in violation of the rules of the game 3 : to go back on a promise or commitment — *re-neg-er* *n*

re-ne-go-tia-ble *\ri-nē'-gō-shə-bəl* *adj* : subject to renegotiation

re-ne-go-ti-ate *\ri-nē-nōg'-shē-ēt* *vi* : to negotiate again; esp : to readjust by negotiation to eliminate or recover excessive profits ~ *re-ne-go-ti-ation* *\ri-nē-nōg'-shən* *n*

re-ne-go-ti-ate *\ri-nē-nōg'-shən* *vi* *1* : to make new again; *also* : to gain again as new 2 : to make new spiritually : REGENERATE 3 : to restore to existence : REVIVE 4 : to do again : REPEAT 5 : to begin again : RESUME 6 : REPLACE 7 : to grant or obtain an extension of or on ~ *w 1* : to become new or as new 2 : to begin again : RESUME 3 : to make a renewal — *re-new-abil-ity* *\ri-nē-nōg'-shə-bil-ətē* *n* ~ *re-new-able* *\ri-nē-nōg'-shə-bəl* *adj* — *re-new-ably* *\bi-tē* *adv* — *re-new-er* *n*

syn RENEW, RESTORE, REFRESH, RENOVATE, REJUVENATE mean to make like new. RENEW implies esp. a replacing damaged or decayed parts; RESTORE implies a return to an original state after depletion or loss; REFRESH suggests a supplying of what restores lost animation or zest; RENOVATE implies a renewing or restoring of a material thing; REJUVENATE suggests the restoring of youthful vigor, powers, and appearance

re-new-al *\ri-nē-nōl* *n* *1* : the act or process of renewing : REPETITION 2 : the quality or state of being renewed 3 : something renewed 4 : something used for renewing; *specif* : an expenditure that betters existing fixed assets

reno- or **reno-** **comb form** (*Ren*es kidneys) : kidney (*reniform*)

re-ni-form *\ren'-ə-form*, *\rē-nō* *adj* [NL *reniformis*, fr. *rent-* + *formis* -form] : suggesting a kidney in outline

re-nig *\ri-nēg* *vi* *re-nigged*; *re-nig-ging* : RENEG

re-nin *\ri-nēn*, *\ren'-ēn* *n* [ISV, fr. L *renes*] : a proteolytic enzyme found in kidney

re-nin-ten *\ri-nē-nə-tən*, *\ri-nēt'-n* *n* : RESISTANCE, OPPOSITION

re-ni-tent *\ren'-ə-tənt*, *\ri-nēt'-nt* *adj* [F or L; *ré-* *rent*, *rentient*, *rentiens*, pp. of *renti* to struggle against, fr. *re-* + *nti* to strive — more at *VISUS*] *1* : resisting pressure 2 : resisting constraint or compulsion : RECALCITRANT

ren-net *\ren'-et* *n* [ME, fr. (assumed) ME *rennen* to cause to coagulate, fr. OE *gerennan*, fr. *ge-* together + (assumed) OE *rennan* to cause to run; akin to OHG *rennen* to cause to run, OE *rinnan* to run — more at *CO*, RUN] *1* : the contents of the stomach of an unweaned animal (as a calf) *b* : the lining membrane of a stomach (as the fourth of a ruminant) used for curdling milk; *also* : a preparation of the stomach of animals used for this purpose 2 *a* : RENNIN *b* : a substitute for rennet

ren-nin *\ri-nē-n* *n* : an enzyme that coagulates milk, is obtained from the mucous membrane of the stomach of calves, and is used in making cheese and junkets

re-nom-i-nate *\ri-nōm'-ē-nāt* *vi* : to nominate again esp. for a succeeding term — *re-nom-i-na-tion* *\ri-nōm'-ē-nā-shən* *n*

re-nounce *\ri-nōnz* *vi* [ME *renuncien*, fr. MF *renuncier*, fr. L *renuntiare*, fr. *re-* + *nuntiare* to report, fr. *nuntius* messenger] *1*

re-¹ 1 : to give up, refuse, or resign usu. by formal declaration [~ his errors] 2 : to refuse further to follow, obey, or recognize : **REPUDIATE** 3 : to fail to follow with a card from (the suit led) ~v. 4 : to make a renounce or renunciation **syn** see **ABDICT**, **ABJURE** — **re-nounce-ment** \-noun(t)-smənt\ n — **re-nounce-ex** n — **re-nounce** \rl-noun(t)s, -re-, \n : failure to follow suit in a card game

ren-o-vate \ren'-vāt\ vt [L **renovatus**, pp. of **renovare**, fr. **re-** + **novare** to make new, fr. **novus** new — more at **NEW**] 1 : to restore to life, vigor, or activity : **REVIVE** 2 : to restore to a former state **syn** see **RENEW** — **ren-o-vation** \,ren-ə-vā-shən\ n — **ren-o-va-tor** \ren-ə-vā-tər\ n

re-nown \rl-noun\ n [ME, fr. MF **renon**, fr. OF, **re-nomer** to celebrate, fr. **re-** + **nomer** to name, fr. L **nominare**, fr. **nomin-** **nomen** name — more at **NAM**] 1 : a state of being widely acclaimed and highly honored : **FAME** 2 obs : **REPORT, RUMOR**

renown vt : to give renown to

re-nowned adj : having renown : **CELEBRATED** **syn** see **FAMOUS**

rens-se-laer-ite \ren(t)-sə-'lītər\ n [Steph. Van Rensselaer 1739 Am army officer] : a soft compact talk often worked in a lather into articles (as inkstands)

rent \rent\ n [ME **rente**, fr. OF, **Income** from a property, fr. (assumed) VL **rendita**, fr. **em. of renditus**, pp. of **rendere** to yield — more at **RENDER**] 1 : property (as a house) rented or for rent 2 a : a usu. fixed periodical return made by a tenant or occupant of property to the owner for the possession and use thereof : **esp** an agreed sum paid at fixed intervals by a tenant to his landlord for the use of land or its appendages b : the amount paid by a biter of personal property to the owner for the use thereof 3 a : the portion of the income of an economy (as of a nation) attributable to land as a factor of production in addition to capital and labor b : **ECONOMIC RENT**

rent vt 1 : to take and hold under an agreement to pay rent 2 : to grant the possession and enjoyment of for rent : **LET** — v! 1 : to be for rent 2 a : to obtain the possession and use of a place or article for rent b : to allow the possession and use of property for rent **syn** see **HIRE** — **rent-able** \-'ə-bal\ adj

rent past of REND

rent n [E dial. **rent** (to rend)] 1 : an opening made by or as if by rending 2 : a split in a party or organized group : **SCISM** 3 : an act or instance of rending

rental \rent'-l\ n 1 : an amount paid or collected as rent 2 : a property rented 3 : an act of renting 4 : a business that rents something

rental adj 1 : of, relating to, or available for rent 2 : dealing in rental property

rental library n : a commercially operated library (as in a store) that lends books at a fixed charge per book per day

rente \rānt\ n [F] 1 : annual income under French law resembling an annuity 2 a : interest payable by the French and other European governments on the consolidated debt b : a government security yielding rents

renter \rent-ər\ n : one that rents; **specif** : the lessee or tenant of property

rent-tier \rl-ti'-yər\ n [F, fr. **rente**] 1 : one who owns rentes 2 : a person who receives a fixed income from investments

re-num-ber \rl'-num-bər\ vt : to number again or differently

re-num-cla-ri-a \rl'-num(k)-lā'-ri-ə\ n [ME, fr. **renuntiatio**, **renuntiati**, fr. **renuntiatus**, pp. of **renuntiare**] : the act or practice of renouncing : **REPUDIATION** **specif** : ascetic self-rental — **re-nun-cla-tive** \rl'-num(k)-lāt-ə-tiv\ adj — **re-nun-cla-to-ry** \rl'-num(k)-lāt-ər\ adj

re-open \rl'-ō-pən, -ō-pən'\ vt 1 : to open again 2 a : to take up again : **RESUME** b : to resume discussion or consideration of 3 : to begin again ~v! 2 : to open again

re-order \rl'-ōr-dər\ vt 1 : **REORGANIZE** 2 : to give a reorder for ~v! to place a reorder

re-order n : an order like a previous order from the same supplier

re-or-ge-na-lation \rl'-ōr-đr-đg-nā'-lā-shən\ n : the act of reorganizing : the state of being reorganized; **specif** : the financial reconstruction of a business concern

rep \rep\ n [F **rep**, modif. of **re lits**, pl. of **rib**] : a plain-weave fabric with prominent rounded crosswise ribs

re-pack-age \rl'-päk'-ij\ vt : to package again or anew; **specif** : to put into a more efficient or attractive form

re-pair \rl'-pä(r)s, -pä(r)s\ vt [ME **reparen**, fr. MF **repairer** to go back to one's country, fr. L **reparare**, fr. L **re-** + **patr** native country — more at **EXPATRIATE**] 1 a : to betake oneself : **GO** b : **RALLY** 2 obs : **RETURN**

repair n 1 : the act of repairing : **RESORT** 2 : a place of resort

repair vb [ME **repalen**, fr. MF **repaler**, fr. L **reparare**, fr. **re-** + **parare** to prepare — more at **PARE**] 1 a : to restore by replacing a part or putting together what is torn or broken : **FIX** b : to restore to a sound or healthy state : **RENEW** 2 : to make good : **REMEDY** 3 : to make up for : **compensate** for ~v! to make repairs **syn** see **MEND** — **re-pair-able** \-'pär-ə-bal, -'per\ adj — **re-pair-er** \-'rēr\ n — **re-pair-man** \-'pā(r)s-r-mən, -'pe(r)s-r-mən\ n

re-pair n 1 a : the act or process of repairing b : an instance or result of repairing c : the replacement of destroyed cells or tissues by new formations 2 a : relative condition with respect to soundness or need of repairing b : the state of being in good or sound condition

re-pand \rl'-pānd\ adj [L **repandus** bent backward, fr. **re-** + **pandu** bent; akin to ON **attr** (attr. bent backward)] : having a slightly undulating margin (as a leaf)

rep-a-ra-ble \rl'-pä(r)-ə-bəl\ adj : capable of being repaired

rep-a-ra-tion, **rep-a-ri-shən** \rl'-pä(r)-shən\ n [ME, fr. MF, fr. LL **reparation**, **riparatio**, fr. L **reparatus**, pp. of **reparare**] 1 a : a repairing or keeping in repair b pl : **REPAIRS** 2 a : the act of making amends, offering expiation, or giving satisfaction for a wrong or injury b : something done or given as amends or satisfaction 3 : the payment of damages : **INDEMNIFICATION**; **specif** : compensation in money or materials payable by a defeated nation for damages to or expenditures sustained by another nation as a result of hostilities with the defeated nation — usu. used in pl.

See *re-* and 2d element: reoccurrence
reoccupy : recoordination

reorganize
reorganizer

reorient reorientate

reorientation repack

repackage
repair

6484/USSN 10/621,275
Group Art Unit 2178

R E L A T E D
P R O C E E D I N G S
A P P E N D I X

-1-

None.

* * * * *